

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 German Cabansag,
4 Plaintiff

5 vs.

6 Geico Casualty Co.,
7 Defendant
8
9

2:17-cv-02306-JAD-GWF

Order Granting Motion to Dismiss
Bad-Faith Claim

(ECF Nos. 5, 6)

10 Geico Casualty Company moves to dismiss (or alternatively to sever, bifurcate, and stay)
11 plaintiff German Cabansag's bad-faith claim against it.¹ Cabansag's deadline to oppose this motion
12 was September 22, 2017. That deadline passed a month ago, and Cabansag has not filed an
13 opposition nor moved to extend his deadline to do so.² Local Rule 7-2(d) states that "The failure of
14 an opposing party to file points and authorities in response to any motion . . . constitutes a consent to
15 the granting of the motion." I apply the local rule and deem Cabansag's failure to oppose these
16 motions as his consent to granting them.

17 Accordingly, IT IS HEREBY ORDERED that Geico's Motion to Dismiss [ECF No. 5] is
18 **GRANTED**, and its alternative Motion to Sever, Bifurcate, and Stay [ECF No. 6] is **DENIED** as
19 moot. **Cabansag's claim for bad faith is DISMISSED**, and the 11/6/17 hearing on these
20 **motions is VACATED** as moot.

21 DATED: October 23, 2017

22 
23 Jennifer A. Dorsey
24 United States District Judge
25

26 ¹ ECF Nos. 5, 6.

27 ² Curiously, however, the parties' October 5, 2017, joint status report states that "Plaintiff
28 will file a Response to these Motions." ECF No. 9 at 2.